

Grant-in-aid Agreement for the Civil Traffic Infraction Hearing Officer Program
in **Leon** County, Florida

This Agreement is made among the Office of the State Courts Administrator (the "OSCA"), the **Leon** County (the "Grantee"), and the **Second** Circuit (the "Grant Manager"). The parties agree that:

- A. The OSCA will pay the Grantee **\$7,000** as a 50/50 matching grant-in-aid pursuant to Specific Appropriation 2989 of the 2003-04 General Appropriations Act for establishment or continuation of a civil traffic infraction hearing officer program in **Leon** County. Upon receipt of a written request for release of funds, the OSCA will make a lump sum payment to the Grantee.
- B. The Grant Manager will oversee the establishment, administration and operation of the civil traffic infraction hearing officer program.
- C. The Grantee will use grant monies provided under this Agreement in accordance with the requirements of §§318.30-318.38, Florida Statutes, and rule 6.630, Florida Rules of Traffic Court.
 1. The Grantee will use grant funds to pay up to \$50 per hour for services of a full- or part-time hearing officer appointed by the chief judge, and for other expenses necessary to operate the program, including hearing officer training, office rental, furniture, and administrative staff salaries.
 2. The Grantee will submit a written requisition to the OSCA for release of grant funds no later than **October 15, 2003**.
 3. The Grantee, in consultation with the Chief Judge of the **Second** Circuit, will submit a detailed, written plan for use of grant funds and operation of the hearing officer program to the OSCA no later than **October 15, 2003**.
 4. The Grantee will invest grant funds that are surplus to current needs or pending distribution in accordance with the requirements of §219.075, Florida Statutes.
 5. The Grantee will release grant funds in accordance with **Leon** County purchasing policies and rules.
 6. The Grantee will not use grant funds for lobbying the Florida Legislature, the judicial branch, or a state agency.
- D. The Grantee, as a "Recipient" of state funds, will comply with the Florida Single Audit Act, section 215.97, Florida Statutes, as follows:
 1. In the event that the Recipient expends a total amount of State awards equal to or in excess of \$300,000 in the Recipient's fiscal year, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes, and applicable rules of the Executive Office of the Governor, the Comptroller and the Auditor General. Applicable rules of the Executive Office of the Governor, the Auditor General, and Comptroller, and other information pertaining to the Florida Single Audit Act can be found at <http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/links.html>

2. The Catalog of State Projects establishes that state funds were awarded to the Recipient through the State Courts System, Office of the State Courts Administrator. The Catalog of State Projects number for this grant is 22.001. Information from the Catalog can be found at:
<http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html>
3. In determining the State awards expended in its fiscal year, the Recipient shall consider all sources of State awards, including State funds received from the State Courts System, except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from consideration.
4. The Recipient shall ensure that the audit complies with the requirements of section 215.97(7), Florida Statutes, and the State Projects Compliance Supplement. The State Projects Compliance Supplement can be found at
<http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html>. Compliance includes submission of a reporting package as defined by section 215.97(2)(d), Florida Statutes.
5. If the Recipient expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of section 215.97 is not required. Audit costs may not be charged to state projects when the Recipient expends less than \$300,000 in State awards.
6. Unless prohibited by law, the cost of an audit required by section 215.97 is an allowable charge to a state project. However, charges to state projects should be limited to those incremental costs incurred by the Recipient as a result of the audit requirements of section 215.97 in relation to other audit requirements. The Recipient should allocate the incremental costs to all state projects for which it expended state financial assistance.
7. The Recipient shall submit copies of reporting packages required by section 215.97 to each of the following:
 - a. The Office of the State Courts Administrator at the following address:
Donna Brewer
Grants Administrator
Office of the State Courts Administrator
500 South Duval Street
Tallahassee, FL 32399-1900
 - b. The Auditor General at the following address:
State of Florida Auditor General
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32302-1450
8. The Recipient shall retain sufficient records demonstrating compliance with the terms of this Agreement for a period of 4 years from the date the audit report is issued, and shall allow the OSCA access to such records upon request. The Recipient shall ensure that audit working papers are made available to the OSCA upon request for a period of 4 years from the date the audit report is issued, unless extended in writing by the OSCA.

9. Pursuant to section 215.97, the OSCA, the Florida Supreme Court Inspector General, the Auditor General and other state officials may conduct additional audits or evaluations of state financial assistance provided to the Recipient under this Agreement.

E. This Agreement is subject to the following terms and conditions:

1. The OSCA's obligation to pay the Grantee is contingent upon the availability of state funds lawfully appropriated for the purposes stated in Paragraphs A and B.
2. The Grantee will maintain all records made or received in conjunction with this Agreement in accordance with Rule 2.051, Florida Rules of Judicial Administration.
3. The Grantee will hold title to any equipment purchased with grant funds, unless general law provides otherwise.
4. In providing, or contracting to provide, services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Grantee and Grant Manager will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or handicap.
5. If, in the judgment of the OSCA, the Grantee for any reason fails to comply with the terms of this Agreement, the OSCA will have the right to terminate the Agreement on 30 days written notice by certified mail. In the event of termination, the Grantee will return to the OSCA all grant funds, except those expended in compliance with this Agreement, for reversion to the General Revenue Fund unallocated.

This Agreement constitutes the entire understanding of the parties. All modifications to the Agreement must be in writing. This Agreement is effective on the date of execution and will terminate on June 30, 2004.

FLORIDA SUPREME COURT, OFFICE OF
THE STATE COURTS ADMINISTRATOR

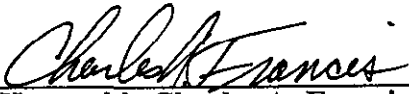
GRANTEE

Elisabeth H. Goodner Date
State Courts Administrator

The Honorable Tony Grippa, Chair Date
Board of County Commissioners
Leon County

GRANT MANAGER

ATTEST:


The Honorable Charles A. Francis Date
Chief Judge
Second Judicial Circuit

Bob Inzer, Clerk of the Court
Leon County, Florida

BY: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele, Esquire
County Attorney